

Memorandum



Date: October 19, 2004

To: Honorable Chairperson Barbara Carey-Shuler,
Ed. D. and Members, Board of County
Commissioners

Agenda Item No. 8(O)(1)(A)

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess".

Subject: Resolution accepting a vacant 2.14-acre parcel of land from Century Partners Group, Ltd., for the Doral North Fire Rescue Station

RECOMMENDATION

It is recommended that the Board accept the attached Special Warranty Deed from Century Partners Group, Ltd., to acquire a 2.14-acre vacant parcel of land for the development of the Doral North Fire Rescue Station. The site is located on the northeast corner of NW 112th Avenue and NW 74th Street, in the City of Doral.

BACKGROUND

As a result of recent and proposed developments within the City of Doral, it is anticipated that the increased population will result in the need for additional fire and rescue service. Century Partners Group, Ltd., via Public Hearing No. 01-339, conveyed a 2.14-acre parcel of land to Miami-Dade County for the construction of Doral North Fire Rescue Station. The proposed station will be located within two-miles from the existing Doral Station #45 located at 9710 NW 58th Street. In addition, Fontainebleau Station #48 located at 8825 NW 18th Terrace also serves the residents of Doral.

Upon reviewing current statistics, the Miami-Dade Fire Department has determined that an ALS Suppression will be located at the proposed station because it would be the most effective product to serve the residents of Doral.

A handwritten signature in black ink, appearing to read "Susanne M. Torriente".

Susanne M. Torriente
Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 19, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(A)

Please note any items checked.

- _____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Bid waiver requiring County Manager's written recommendation
- _____ Ordinance creating a new board requires detailed County Manager's report for public hearing
- _____ Housekeeping item (no policy decision required)
- _____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)(A)
10-19-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF
A SPECIAL WARRANTY DEED FROM CENTURY
PARTNERS GROUP, LTD., A FLORIDA LIMITED
PARTNERSHIP, FOR A 2.14-ACRE VACANT PARCEL
OF LAND LOCATED AT THE NORTHEAST CORNER
OF NW 112 AVENUE AND NW 74 STREET IN THE
CITY OF DORAL, FOR THE DORAL NORTH FIRE
RESCUE STATION

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby
approves the acceptance of a Special Warranty Deed in substantially the form attached
hereto and made a part hereof, from Century Partners Group, Ltd., for a 2.14-acre
vacant parcel of land located at the northeast corner of NW 112 Avenue and NW 74
Street in the City of Doral, for the Doral North Fire Rescue Station, more particularly
described as follows:

See attached Exhibit 'A'

The foregoing resolution was offered by Commissioner _____, who
moved its adoption. The motion was seconded by Commissioner _____, and
upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

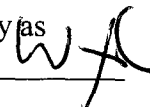
Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorin D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

William X. Candela

By: _____
Deputy Clerk

Exhibit 'A'

A portion of Tract 57, lying in the Southeast $\frac{1}{4}$ of Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 according to the plat thereof, as recorded in Plat Book 2 at Page 7, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of said Southeast $\frac{1}{4}$ of Section 7, Township 53 South, Range 40 East; thence North $1^{\circ}44'11''$ West along the West line of said Southeast $\frac{1}{4}$ for a distance of 265.07 feet; thence North $89^{\circ}34'54''$ East for a distance of 354.55 feet; thence South $00^{\circ}25'06''$ East for a distance of 265.00 feet to the South line of said Southeast $\frac{1}{4}$; thence South $89^{\circ}34'54''$ West for a distance of 348.45 feet to the above mentioned Southwest corner of said Southeast $\frac{1}{4}$.

5

THIS INSTRUMENT WAS PREPARED BY
AND RETURN TO:

CESAREO E. LLANO
CENTURY HOMEBUILDERS, LLC
7270 NW 12th Street, Suite 410
Miami, FL 33126

Folio # 35-3007-001-0570

SPECIAL WAARANTY DEED

THIS SPECIAL WARRANTY DEED is made the ___ day of June, 2004, by **CENTURY PARTNERS GROUP, LTD.**, a Florida limited partnership, whose address is 7270 NW 12th Street, Suite 410, Miami, Florida 33126 ("GRANTOR"), to **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 NW 1st Street, Miami, Florida 33128 ("GRANTEE").

Witness that GRANTOR, for an in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants, bargains and sells to GRANTEE all the real property located in the County of Miami-Dade, State of Florida, more particularly described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference.

(the "Property").


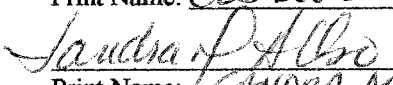
together with all tenements, hereditaments and appurtenances thereto; subject to the current real property taxes, zoning and other government restrictions, and all covenants, conditions, limitations, restrictions, easements, rights-of-way, if any of record, which reference herein shall not serve to reimpose the same.

It is the intention of the GRANTOR by this instrument to convey to the GRANTEE, and its successors in interest, the Property for use as a fire station and for all purposes incidental thereto. It is expressly provided that if and when said fire station purposes be lawfully and permanently discontinued, the title to said Property shall immediately revert to the GRANTOR, its successors and assigns and it shall have the right to immediately repossess the same.

GRANTOR hereby covenants with the GRANTEE that GRANTOR will forever defend GRANTEE against claims of all persons claiming by, through or under GRANTOR. No other covenants or warranties, express or implied, are given by this Special Warranty Deed.

IN WITNESS WHEREOF, GRANTOR has set its hand and seal the day and year first above written.

WITNESSES:


Print Name: CESAREO E. LLANO

Print Name: SANDRA M. ALBO

GRANTOR:

CENTURY PARTNERS GROUP, LTD.

By: 

Sergio Pino, President,
Century Enterprises Group, Inc.,
General Partner

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7 day of June, 2004 by SERGIO PINO, as President of Century Enterprises Group, Inc., a Florida corporation, as General Partner of Century Partners Group, Ltd., who is personally known to me or who has produced _____ (type of identification) as identification.



NOTARY PUBLIC

SARY FAR

PRINT NAME

My Commission Expires: 01/19/08

(NOTARIAL SEAL)

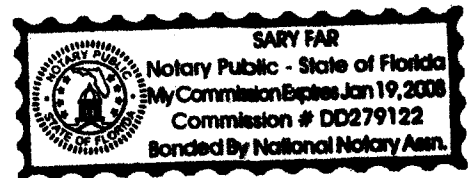


EXHIBIT "A"

A portion of Tract 57, lying in the Southeast $\frac{1}{4}$ of Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2 at Page 7, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southwest corner of said Southeast $\frac{1}{4}$ of Section 7, Township 53 South, Range 40 East; thence North $1^{\circ}44'11''$ West along the West line of said Southeast $\frac{1}{4}$ for a distance of 265.07 feet; thence North $89^{\circ}34'54''$ East for a distance of 354.55 feet; thence South $00^{\circ}25'06''$ East for a distance of 265.00 feet to the South line of said Southeast $\frac{1}{4}$; thence South $89^{\circ}34'54''$ West for a distance of 348.45 feet to the above mentioned Southwest corner of said Southeast $\frac{1}{4}$.

This instrument was prepared by:

Name: Leila M. Jackson Barnes, Esq.
Address: Akerman Senterfitt & Eidson
One Southeast Third Avenue, 28th Floor
Miami, Florida 33131

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(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS
CONVEYANCE OF FIRE STATION SITE

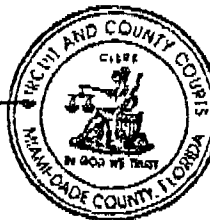
WHEREAS, the undersigned, CENTURY PARTNERS GROUP, LTD., a Florida limited partnership (the "Owner"), holds the fee simple title to that certain 2.14± acre (gross) parcel of land located at the northeast corner of NW 112th Avenue and NW 74th Street, which is legally described in the attached Exhibit "A," and hereinafter referred to as the "Fire Station Site," and

WHEREAS, the Owner desires to convey the Fire Station Site to Miami-Dade County in connection with the approval of Public Hearing No. 01-339 (the "Application").

NOW, THEREFORE, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

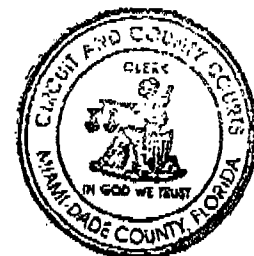
1. **Conveyance of Fire Station Site.** The Owner shall set aside the Fire Station Site for future conveyance to Miami-Dade County for the construction of a fire station. The Owner shall convey the Fire Station Site by statutory warranty deed to Miami-Dade County prior to the recording of a final plat for any portion of the property covered under the Application, which is legally described in the attached Exhibit "B," and hereinafter referred to as the "Development Property."

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 02/01/02
WITNESS my hand and official seal
HARVEY RUVIN, CLERK of Circuit and County Courts
By [Signature] D.C.



The Fire Station Site will be platted, at the Owner's cost and expense, at the time of the platting of any portion of the Development Property. The Fire Station Site shall be filled to 12" above the crown of the road, compacted and stabilized to 3,000 pounds per square foot ("psf") with all utilities to the site (water, sewer, electrical, telephone) ready for connection and of sufficient quality and quantity to support a fire station site. The Owner shall provide engineering certification attesting to the compacting and stabilization to 3,000 psf and that fill and subsoil are clean and free of hazardous materials. The Owner shall provide either an environmental assessment by a reputable environmental firm that environmental requirements have been met and that the Fire Station Site is free of hazardous materials and/or gases. The Fire Station Site shall be conveyed by statutory warranty deed, free of all encumbrances and liens subsequent to the verification that all site work is complete and meets the standards set forth in this paragraph. The Owner shall provide an opinion of title and a topological survey of the Fire Station Site prior to final transfer. The conveyance of the Fire Station Site shall entitle the Owner, its successors, and assigns, including the then owner(s) of the Development Property, or its successors and assigns, to a credit against the impact fees that would be assessed against the development of the Development Property under the provisions of Chapter 33J of the Code of Miami-Dade County. Should Miami-Dade County elect not to accept conveyance of the Fire Station Site, title to the Fire Station Site shall revert back to the Owner, and the Owner shall be released of any further obligation under the terms of this paragraph.

2. Miscellaneous



A. County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion



thereof, by a written instrument executed by the, then, owner(s) of such portions of the Property affected by the proposed modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.



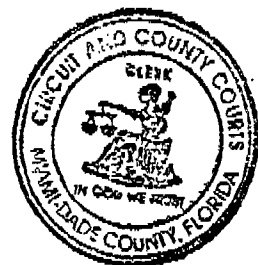
G. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owner, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

[Signature Pages Follow]



JOINDER BY MORTGAGEE

The undersigned, Ocean Bank, and Mortgagee under that certain Mortgage executed by Century Partners Group, Ltd., a Florida limited partnership, in favor of Ocean Bank, dated February 12, 2002, and recorded February 14, 2002, in ORB 20204, at Page 2062, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions for the conveyance of a fire station site, does hereby consent to the execution of this Declaration of Restrictions by Century Partners Group, Ltd., and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the parties obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 7th day of November, 2002.

WITNESSES:

Signature

OSINDE E. LINDO

Print Name

Signature

Barbara A. Roqueta

Print Name

OCEAN BANK *me*

By:

Signature

Alberto Ariso, S.V.P.

Print Name / Title

STATE OF FLORIDA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 7 day of November, 2002 by Alberto Ariso, the president or senior vice president of Ocean Bank. He/She is personally known to me or has produced as identification and did/did not take an oath.

Diana Manso
Notary Public - State of Florida

Print Name Diana Manso

My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION OF FIRE STATION SITE

A PORTION OF TRACT 57, LYING IN THE S.E. 1/4 OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE S.W. CORNER OF SAID S.E. 1/4 OF SECTION 7, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE N1°44'11"W ALONG THE WEST LINE OF SAID S.E. 1/4 FOR A DISTANCE OF 265.07 FEET; THENCE N89°34'54"E FOR A DISTANCE OF 354.55 FEET; THENCE S00°25'06"E FOR A DISTANCE OF 265.00 FEET TO THE SOUTH LINE OF SAID S.E. 1/4; THENCE S89°34'54"W FOR A DISTANCE OF 348.45 FEET TO THE ABOVE MENTIONED S.W. CORNER OF SAID S.E. 1/4.

CONTAINING 2.14 ACRES +/-

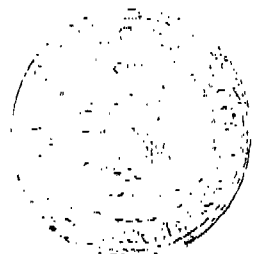


EXHIBIT "B"

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

Tracts 3 through 8 and Tracts 10 through 12 inclusive of the "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION" in Section 7, Township 53 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida

